

State of California Fair Political Practices Commission



P.O. BOX 807 • SACRAMENTO, 95804 ••• 1100 K STREET BUILDING, SACRAMENTO, 95814

Technical Assistance •• Administration •• Executive/Legal •• Enforcement •• Statements of Economic Interest
(916) 322-5662 322-5660 322-5901 322-6441 322-6444

February 28, 1985

Dick R. Lynch
Lynch Consultants
346 No. Kenwood, Suite 4
Glendale, CA 91206

Re: Your Request for Advice
Our No. A-85-049

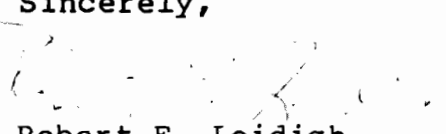
Dear Mr. Lynch:

We have received and reviewed your packet of materials and correspondence. Essentially, your questions go to past conduct on your part and to whether or not your past conduct in any way violated the state's conflict of interest laws or could lead to a possible violation of those laws. Specifically, you have inquired relative to Government Code Sections 1090, et seq., and 87100, et seq. This office does not render advice as to the former and, as to the latter, we render advice only as to prospective conduct, not past conduct.

Given that the most recent Opinion of the Los Angeles County Counsel (February 12, 1985), and the previous Opinions on which it is based, rely upon the provisions of Government Code Sections 1090, et seq., our suggestion would be that you seek an Opinion of the Attorney General with regard to that subject. Such an Opinion may be requested through the County Counsel's Office, among others.

We regret that we are unable to render further assistance to you; however, the circumstances of your request were not clear until we received and reviewed the extensive materials which you were kind enough to forward to us.

Sincerely,


Robert E. Leidigh
Counsel
Legal Division

REL:plh

Donald J. Fallon
June 6, 1985
Page 2

conducted by LAFCOs had been traditionally termed "quasi legislative" by the courts and thus fell outside of Section 84308. Based on the statutory change, it is our conclusion that the Curiel Opinion is no longer relevant. Since the quasi judicial/quasi legislative distinction no longer applies, the issue is whether any of the types of proceedings conducted by LAFCOs involve a "license, permit or other entitlement for use" as that term is now defined.^{3/}

The term "entitlement for use" does not have a set legal meaning. The overall scheme and purpose of Section 84308 suggests that the types of proceedings which should be covered are those in which specific, identifiable persons are directly affected or in which there is a direct substantial financial impact upon the participants. Section 84308 does not cover proceedings where general policy decisions or rules are made or where the interests affected are many and diverse.

LAFCOs have the power to review and approve or disapprove, or approve conditionally, subject to certain limitations, the following:

1. The annexations of territory to cities or special districts;
2. The incorporations of cities;
3. The formation of special districts.

In addition, LAFCOs are required to adopt a "sphere of influence" plan for each local agency within the county which spells out the probable ultimate physical boundaries and service area of the agency. Section 54773, et seq. These plans are used as a factor in decisions on specific proposals.

1. Annexations.

Annexations (and deannexations) have been termed "entitlements for use" by the courts. See People ex rel. Younger v. Local Agency Formation Com. (1978), 81 Cal. App. 3d 464, 476; Bozung v. Local Agency Formation Com. (1975), 13 Cal. 3d 263, 268-279. In both of the cases, the question was whether

^{3/} Section 84308(a)(5) defines the term to include "all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises."

an annexation proposal (deannexation in Younger) was a "project" within the meaning of the California Environmental Quality Act (Pub. Resources Code Section 21000, et seq.) which required an environmental impact report.^{4/} In Bozung, supra, the Supreme Court rejected the defendants' argument that LAFCO approval of a specific annexation proposal was more like a feasibility or planning study than the enactment or amendment of a zoning ordinance, since the express purpose of the proposal by Kaiser and the City of Thousand Oaks was to convert 677 acres of agricultural land into an urban subdivision. The Court held that, since annexation was an irrevocable necessary step, any annexation which could have a significant effect on the environment was a project covered by CEQA. 13 Cal. 3d at 278-279.

Based on these authorities and in view of the purposes of Section 84308, it is our view that annexations (and deannexations) involve an "entitlement for land use" within the meaning of the law. Annexation is often a necessary step in the processing of large development projects where private financial interests are at stake. It is this type of proceeding where campaign contributions are often perceived as a means of purchasing influence over the decision that the law was intended to cover. Cf. Woodland Hills Residents Assoc. v. City Council (1981), 26 Cal. 3d 938.

2. Incorporations.

Incorporation proceedings begin with the filing of an application by the proponents of the new city with the county. Notice is given, and a hearing is held before the county's LAFCO, which has the power to approve, amend, condition or disapprove the proposal. Section 54790, et seq. No petition for incorporation may be circulated or filed with the board of supervisors without LAFCO approval.^{5/} As the court noted in

^{4/} The CEQA guidelines provided that project included "[a]n activity involving the issuance to a person of a lease, permit, license, certificate or other entitlement for use by one or more public agencies." 14 Cal. Adm. Code Section 15037(a)(3) (emphasis added).

^{5/} After approval by LAFCO, petitions are circulated among residents within the proposed boundaries; after the requisite number of signatures is gathered, the board of supervisors holds a hearing, and, if all the requirements are met, calls an election on the incorporation.

Curtis v. Board of Supervisors (1972), 7 Cal. 3d 942, the financial and political interests involved in an incorporation proceeding are varied and diverse, and the issues directly affect all of the people, businesses and property within the proposed city boundaries. Therefore, it is our conclusion that an incorporation is not an "entitlement for use" within the meaning of Section 84308, and the prohibition and disclosure/disqualifications requirements of Section 84308 do not apply to LAFCO members in incorporation proceedings.

3. Formation of Special Districts.

In Curtis, supra, the court distinguished between the incorporation of cities and the formation of special districts on the question of treating landowners differently from nonlandowners as follows:

In this connection respondents lay particular emphasis on special districts of limited powers, pointing to some 42 statutes which restrict the right to sign petitions or instruments of protest to landowners. We point out that for the most part these statutes involve special districts that cater to, and express, special interests. Our holding in the instant case pertains to the validity of a restricted franchise as to the formation of a city of general powers and does not necessarily apply to special districts, whose design, powers and methods of financing are more closely related to ownership of land. (Citation omitted.)

7 Cal. 3d at 960.

In those situations where a special district involves the creation of a special use or benefit to the persons in the district, the formation proceedings for the district are proceedings which involve an "entitlement for use" covered by Section 84308. It appears to us that water, irrigation and similar districts fall into this category,. On the other hand, the formation of school and cemetery districts do not create "entitlements for use" within the meaning of Section 84308. Thus whether Section 84308 applies to a special district formation proceeding depends on the type of district being formed. We will be happy to advise further on this point.

4. Adoption of "Sphere of Influence" Plans.

"Sphere of influence" plans are general planning documents adopted by LAFCOs which are intended to guide them in their

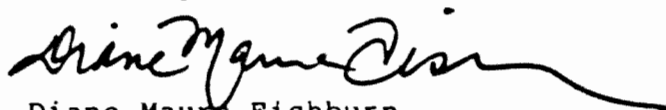
Donald J. Fallon
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determination of specific proposals. It is our view that these types of general plans do not create any "entitlement for use" within the meaning of Section 84308. Thus "sphere of influence" proceedings are not covered by this law.

In summary, incorporation and "sphere of influence" proceedings before LAFCOs are not covered by Section 84308. Annexation proceedings are covered, and special district formation proceedings are covered only if the special district involves the creation of an entitlement for use.

Please feel free to contact me if I can be of further assistance.

Sincerely,

A handwritten signature in cursive script, reading "Diane Maura Fishburn", with a long horizontal flourish extending to the right.

Diane Maura Fishburn
Staff Counsel
Legal Division

DMF:plh

State of California



Fair Political Practices Commission

P.O. BOX 807 • SACRAMENTO, 95804 • • • 1100 K STREET BUILDING, SACRAMENTO, 95814

Technical Assistance • • Administration • • Executive/Legal • • Enforcement • • Statements of Economic Interest
(916) 322-5662 322-5660 322-5901 322-6441 322-6444

December 27, 1982

Thomas Haas
Fairfield City Attorney
City Hall
1000 Webster Street
Fairfield, CA 94533

Re: Your Adviser Request re: Our Letter
A-82-150, Our Advice No. A-82-203

Dear Mr. Haas:

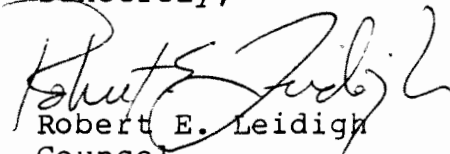
Thank you for your recent letter requesting supplemental advice on our advice letter to Peter E. Tracy. That letter is incorporated herein by reference. You ask:

Would the fact that a councilman in a general law city must approve or reject all demands for the payment of money (Government Code Section 37202) change your advice?

First, your attention is directed specifically to the footnote on page 2 of the Tracy letter. Secondly, under the Political Reform Act, any conflict, which might otherwise arise under the provisions which you point out, could be avoided by the councilmember by disqualifying himself/herself from participating in the decision to approve or reject the demand for the money.

I trust that this letter satisfactorily responds to your question. Should you have any question about it, please call me at 916/322-5901.

Sincerely,


Robert E. Leidigh
Counsel
Legal Division

REL:km

MAR 7 10 48 AM '85

Dick R. Lynch
Suite 4
346 No. Kenwood
Glendale, CA 91206
(818) 241-0061

Robert E. Leidigh, Esq.
Cal. Fair Practices Commission
P.O. Box 807
Sacramento, CA 95804

Your No. A-85-049

Dear Mr. Leidigh:

Thank you for attention to the matter I referred to your office.

As you suggested, it will be sent to the Attorney General.

Do you mind sending the packet I sent to you back to me?

It will save all the time to get copies made, etc., and since your office can't render advise on the matter, it will not be as useful in your dead issue file.

Thanks,

Dick Lynch

ret. 3/11/85 per

Dick R. Lynch

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GLENDALE, CALIF. 91206
(213) 241-0061

STATE OF CALIFORNIA
REGISTERED PROFESSIONAL
ENGINEER NO. M 10233

FEB 22 8 46 AM '85

February 20, 1985

Barbara Milman
General Counsel

Fair Political Practices Commission
1100 K Street

P.O. Box 807
Sacramento, CA 95804

Dear Ms. Milman:

As noted in the enclosed information, I spoke recently at length with Mr. Robert Leidigh, of your office, and he suggested that I submit all the pertinent data to you.

I respectfully request a ruling as soon as possible, as I assure you several people besides me are also suspended in an apprehensive state awaiting your reply.

Thank you most sincerely,

Dick R. Lynch



DICK LINCH
Member
Los Angeles County
Productivity Advisory Committee

(818) 241-0061
(213) 974-1171

750 Hall of Administration
500 West Temple Street
Los Angeles, California 90012

LINCH CONSULTANTS

STATE OF CALIFORNIA
REGISTERED PROFESSIONAL
ENGINEER NUMBER M 10233

DICK R. LINCH
346 NO. KENWOOD, SUITE 4
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(213) 241-0061

Dick R. Linch

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GLENDALE, CALIF. 91206
(213) 241-0061

STATE OF CALIFORNIA
REGISTERED PROFESSIONAL
ENGINEER NO. M 10233

SELECTED CHRONOLOGICAL ACTIONS

9/29/81 - Dick R. Linch notified by letter from JAMES S. MIZE that he had been appointed by SUPERVISOR ANTONOVICH as a member of the County of Los Angeles Productivity Advisory Committee (PAC).

2/12/83 - Supervisor Antonovich's office asked the County Counsel, JOHN S. LARSON for a legal opinion, as requested by Dick R. Linch.

* 3/21/83 - Counsel Larson, through JOE BEN HUDGENS, Deputy Counsel, approved and released a legal opinion in re Dick R. Linch, as follows: (applying to Dick R. Linch and other members of PAC)

ANALYSIS, Facts; The Capability/Service Index is a list of persons who are to be viewed as potential recipients of contracts to supply various services to the County, including consultation services. (Says Linch may be listed.)

(Continues with "Application of Legal Principles" and concludes as follows:)

Because your correspondence does not indicate that Mr. Linch or the Committee has consulted with any County department or agency on any contract matter, we have no evidentiary basis for believing that Sections 1090-1097 or Section 87100 of the Government Code preclude Mr. Linch or any other member of the Productivity Advisory Committee from being considered for County contracts.

4/29/83 - Dick R. Linch was listed, by Mr. Hideo Anzai of the CAO's office, to provide services per the Capability/Service Index as follows: Engineering, Financial, Personnel, Management, Data Processing, Purchasing, Health, Government, Facilities, Justice, and Insurance.

* 7/15/83 - Dick R. Linch submitted a letter to Mr. A.J. Sowa, Director of the L.A. County Mechanical Department, after having had a brief conversation obtaining his permission to do so, a proposal for a consulting assignment regarding maintenance of the County vehicle fleet (more specifically the patrol vehicles such as the Sheriff's fleet).

The proposal was identified as "...original and voluntarily submitted. . .not in response to any Request for Proposal from any County department or agency." (At the time, I thought this statement meant "sole source" DRL)

* Copies attached

(CHRONOLOGICAL ACTIONS continued from 7/15/83)

The proposal identified material from Fresno information entitled REBUILDING PATROL CARS DOUBLES THEIR LIFE, and told of Dick R. Lynch having talked with Mr. Larry Tunison, Fresno's Garage Superintendent by telephone.

The proposal also said that Dick R. Lynch is a California Professional Registered Engineer in the Mechanical Branch.

The abstract of the proposal stated in significant part:

. . .whereby I as a qualified investigator and analyst and from the objective position of not being an employee of any of the concerned departments or factions thereof, will gather the applicable data and make specific recommendations. . .to update policies, practices, and procedures in re the management, maintenance, repair, and replacement of the County's vehicle fleet, with special emphasis on the patrol vehicles assigned for use by the Sheriff Department.

Under SPECIFICS OF THE PROPOSAL states in pertinent part:

C. As a practice I have followed during my years of professional consulting work, and in accordance with the highest standards of professional and ethical conduct, I do not require any written contracts with my clients. Rather I rely on continuing satisfaction with my services as rendered.

However, if such documentation is required by the County, I have no objection to entering into such contractual relationship. . .it being agreed by me herein that this project may be terminated unilaterally by the County of Los Angeles at any time, simply by giving me written notice thereof and paying the fees and expenses accumulated prior to said termination.

D. To remove any possible concern about possible legal conflict of interest in connection with receiving this assignment, I refer to the opinion of the Los Angeles County Counsel stated in a document dated March 21, 1983 and addressed to The Honorable Michael D. Antonovich, County Supervisor of the Fifth District.

E. This proposal is based on my personal services during an elapsed time schedule of eight weeks; based on approximately one half my working time; and the fee is quoted as a total of seven thousand six hundred dollars (\$7,600). . .Billing will be every two weeks. . .(etc.).

* 7/21/83 - Dick R. Lynch submitted supplemental information to his original proposal dated 7/15/83 that expanded on details not contained in his original proposal; to Mr. A.J. Sowa.

* Copy attached

CHRONOLOGICAL ACTIONS continued from 7/21/83

- * 7/23/83 - Dick R. Lynch submitted a second supplement to Mr. Sowa which gave more additional information regarding rebuilding fleet vehicles that he had received from the County of Fresno..

.....
It is legally important to note that the proposal by Dick R. Lynch:

- 1) Constituted an "offer" which was never "accepted" and therefore, never became a "contract; and
- 2) Neither Dick R. Lynch as an individual nor as a member of the Productivity Advisory Committee (PAC); nor did that "body or board" ever "make," even in its broad sense, ". . . encompass such embodiments in the making of a contract as preliminary discussions, negotiations, compromises, reasoning, planning, drawing of plans and specifications and solicitation for bids." as cited in Millbrae Asso. for Residential Survival v. Millbrae (1968) 262 CA2d 222, a decision based on Gov. Code Section 1090; and
- 3) Neither Dick R. Lynch as an individual nor as a member of the Productivity Advisory Committee (PAC), nor did that "body or board" ever use his or its official position to influence a governmental decision as cited in Government Code Section 87100; nor, more particularly make ". . . negotiations, discussions, reasoning, planning and give and take which goes beforehand in the making of the decision. . ." as cited in case law under Stigall v. City of Taft (1962) 58 CA2d 565; and
- 4) Therefore, in summary, none of the actions, conversations, or documentation in regard to the Dick R. Lynch proposal by him or by any others, constituted any unlawfull conflict of interest at any time from the first listing in the Capability/Service Index on or about 4/29/83 until the whole proposal matter was dropped in view of the Mechanical Department "RFP" which follows below.

-
- * 3/1/84 - Robert L. Morris, Chief Deputy Director, for A.J. Sowa, Director, of the Mechanical Department, submitted INVITATION TO SUBMIT A PROPOSAL FOR CONSULTING SERVICES FOR REMANUFACTURING AND REBUILDING COUNTY VEHICLES to a list of potential bidders contained in the previously mentioned Capability/Service Index, which included the name "LINCH, DICK R. CONSULTANTS."

The request for proposals (RFP) was vastly different from the Dick R. Lynch proposal (legally only an "offer") as to Objective, Statement of Work, working time, the fee that could be as high as \$15,000 (as compared to the "offer" of \$7,600 by the 7/15/83 proposal), the Method of Selection, etc.

* Copies attached

- * 3/12/84 - Dick R. Lynch responded to the above INVITATION TO SUBMIT A PROPOSAL and quoted \$11,700, less certain progressive cash discounts which would have reduced the total fee submitted to \$11,115.

Among the specifications identified as METHOD OF SELECTION, the request for proposals stipulated that 80 percentage (80%) would apply to various skill and experience qualifications, with only twenty percent (20%) applied to the low bid price.

.....
It is legally important to note that various consultants were selected from the County's approved Capability/Service Index and that Dick R. Lynch was informally notified that his bid was completely acceptable and was the lowest bid submitted. (By rumor only, it was also said that none of the other consultants responded to the request for proposal (RFP)).

After all the documentation was complete, it was submitted to Attorney K. Lichtenberg, County Attorney for the Mechanical Department, who approved both the County's Request for Proposals and Dick R. Lynch (as Lynch Consultants) response.

Various discussions, letters, and meetings were held, and finally the Chairman for the County Board of supervisors responded to Dick R. Lynch--as follows.

-
- * May 14, 1984 - Supervisor/Chairman wrote a letter to Dick R. Lynch in which he said that he had been advised that "...all proposals were rejected due to certain flaws in the contracting process. It is my understanding that the Mechanical Department is currently re-evaluating its need to retain a consultant. . . . If it is later determined that consultant services in this area are needed, I have been assured that you will receive a copy of the Request for Proposal. . ." From, Supervisor Dana.

- * May 21, 1984 - Dick R. Lynch replied to the above letter from Supervisor Dana that Supervisor Antonovich's office had told him the Mechanical Department was going to go-out-for-bid again and that he would again be asked to submit a proposal.

.....
It is legally important to note that throughout the whole period, starting with the original unsolicited proposal on July 15, 1983 and including the present time, February 16, 1985, not one word of the subject matter herein has ever been a part of the agenda, nor has it ever been spoken of nor discussed at any meeting of the L.A. County Productivity Advisory Committee (PAC). Neither has PAC ever been involved, nor has it ever had any function or assignment that involved "rebuilding/remanufacturing" of the County vehicle fleet. Nor were there any discussions between Dick R. Lynch and personnel of the Mechanical Department about

(continued)

Dick R. Lynch in any way "using his official position to influence a governmental decision."

Rather, I had no position, official or otherwise, beyond what is clearly shown herein, viz.; I made a proposal and urged its acceptance--it was not accepted; therefore, it was a legal offer that would have required a meeting of the minds and a legal acceptance to become a "contract."

Later, the Mechanical Department made a Request for Proposals to several parties: I responded with another proposal or bid: The County never accepted; therefore no contract ever resulted.

Now, it appears to be imminent that the Mechanical Department is about to issue a request for proposals and that the subject matter will emphasize mechanical safety, and possibly be restricted to Professional Mechanical Engineering?

.....

11/15/84 - Dick R. Lynch wrote to Supervisor Antonovich and among many other matters, said the following. "As a result of well over a year of frustration where the County's Legal Department said I was not in 'conflict of interest,' while the County Purchasing Agent (Mr. H.E. Davis, Jr.) refused any contract for me in consideration of my proposal for rebuilding and remanufacturing thousands of the County's vehicle fleet; even in view of the fact that mine was the low bid to the specification put out to potential contractors by thr Director, Al Sowa. . . ."

12/10/1984 - Supervisor Michael Antonovich asked the County Council to meet with me and advise him of their recommendation.

* 1/30/85 - Dick R. Lynch met with Raymond G. Fortner, Jr., Acting Senior Assistant County Counsel and submitted a copy of the single page document (a copy of which is attached); the reference therein and the gist of the discussion concerned Gov. Code Section 1090; it was used as part of the basis for discussion.

A day or so later, Dick R. Lynch was told over the phone that the County Legal Department had reviewed their information and concluded that there had been no violation under Section 1090, BUT, they had concluded that the case in point had violated Section 87100. I told Mr. Fortner that I would submit the matter to the California Fair Political Practices Commission, and I explained my reasons for believing that 87100 had not been violated in any form or at any time by the matter at issue with the Los Angeles County and the Productivity Advisory Committee or its member Dick R. Lynch.

* Copy attached

2/8/85 - After speaking with Ms. Helen Arriola, in the Los Angeles Office of the Fair Political Practices Commission, Dick Lynch spoke by telephone with Robert Leidigh, Esq. in the Office of the Commission in Sacramento, who recommended sending all the information and documentation to General Counsel Barbara Milman, P.O. Box 807, Sacramento, CA 95804 (which is being done herewith).

* 2/12/85 - Supervisor Michael Antonovich received the information he had requested from the County Counsel over his signature and the statement of confirmation "APPROVED AND RELEASED."

The office of Supervisor Antonovich sent me a copy of these "legal opinions" and I informed a member of his staff to tell him that I disagree most emphatically and will contact him later. I believe the error by the legal department hinges on the erroneous conclusions that simply are not supported by the facts. (Perhaps that may be understandable if they have succumbed to what might have amounted to almost unbelievable pressures from Mr. Davis--further conclusions might be drawn by the hypothetical facts evidenced in one of the "two opinions" cited in the above APPROVED AND RELEASED and listed as one of two enclosures, which will be attached hereto, and is dated "June 1, 1984."

In its most pertinent parts, Mr. Fortner's letter says:

We have met with Mr. Lynch, and have discussed the factual circumstances and the basis of our opinion with him at some length.

(DRL comment: "factual circumstances" are exactly that which I have never been able to get stated. Matters of "law" have never been at issue; but the "facts," the things done, the actions performed, the incidences that actually transpired, and the occurrences, all of which are essential evidence factors before charging any actual violations under Codes 1090 or 87100--or wherein said codes might apply, if the "contract" were actually issued to me, all such matters of "fact" are still missing.

THERE SIMPLY ARE NO "FACTS" TO SUPPORT VIOLATIONS OF CODES 1090 AND/OR 87100.)

Regrettably, we remain unable to conclude that the award of the contract in question to Mr. Lynch would not result in the creation of a prohibited conflict of interest.

We are enclosing for your reference the two opinions written by this office specifically with regard to Mr. Lynch.

* Copy attached

(continued)

(DRL comment: The "two opinions written by this office" come as a complete surprise to me, if, it is the Counsel's opinion that the hypothetical case submitted by Mr. Davis, the Purchasing Agent, applies to me personally. It is identified as, "Subject: Productivity Advisory Committee" and does not use my name at any point in the opinion. Also, I was not sent a copy, but rather only heard about it by rumor--it was almost a month later before I obtained a copy. . .that hardly would imply that the subject in the hypothetical case was intended to show me as its subject. Here again, I wonder if "pressure" by Mr. Davis might be causing these, at least, questionable opinions?)

. . .from both opinions it is clear that the award of the contract in question to him is prohibited by the conflict of interest laws.

(DRL comment: I object that the burden of proof is on whomever would cite facts to support this conclusion, and that none have ever been stated.)

In our view, a person in Mr. Lynch's position cannot under current law serve on a body such as the County's Productivity Advisory Committee, and at the same time actively attempt to secure a contract with the County in which he is financially interested, even though the the Committee as a body has taken no action on the award of the contract, and even where the individual purports to be acting solely in his private capacity in seeking the contract.

.....

It is legally important to note that if the above paragraph should be allowed to stand "AS A MATTER OF LAW," with the "MATTERS OF FACT" stipulated as "serving on a body which has taken no action on the award of the 'contract,' and where the 'member' has acted solely in his 'private capacity' "; and where neither the "member" nor the "body" have any "official capacity" to "contract," Section 1090 would not apply, and of course neither would Section 87100, in which there has been not even a hint of "influence on a governmental decision."

.....

* 2/12/85 Enclosure, one of two, dated March 21, 1983 to Supervisor Michael D. Antonovich from County Counsel John H. Larson, APPROVED AND RELEASED.

In the main body of the Counsel's opinion, he refers to a meeting with me. That meeting was with Mr. Ray Fortner

* Copy attached

(continued)

who informed me that they would contend, in their opinion to Supervisor Antonovich, that I or the Committee "had advised."

The pertinent part to which Mr. Fortner alluded consists of the last six lines of the first paragraph of Application of Legal Principles on page 2, as follows:

Thus, Section 1090, as applied by case law, prohibits the County from contracting with Mr. Lynch or any other member of the Productivity Advisory Committee regarding any matter on which the Committee or the individual has advised.

(DRL comment: this is just one more case of acting as though simply stating "matters of law" can cause "conflict of interest" in the complete absence of proof of "facts." The second paragraph following the above, completely destroys citing this enclosure in support of the 2/12/85 main body of the documentation which says, ". . .reference the two opinions written by this office specifically with regard to Mr. Lynch."; per the following:)

Because your correspondence does not indicate that Mr. Lynch or the Committee has consulted with any County department or agency on any contract matter, we have no evidentiary basis for believing that Sections 1090-1097 or Section 87100 of the Government Code preclude Mr. Lynch or any other member of the Productivity Advisory Committee from being considered for County contracts.

(DRL comment: I could not have said it half as well. Because there is no "evidence," the whole conflict matter collapses.)

* 2/12/85 Enclosure, two of two, dated June 1, 1984 to H.E. Davis, Jr. from County Counsel De Witt W. Clinton, APPROVED AND RELEASED.

.....

It is legally important to note that this enclosure answers a purely hypothetical case, which quotes "Based on these assumed facts," It also answers Mr. Davis, who appears to have invented the "assumed facts" numbered 1. through 4. and cites the Subject most cryptically as Productivity Advisory Committee, without any further reference to that particular committee. As a matter of written fact, the third line after the salutation "Dear Mr. Davis:", says, "let a contract to a member of a County advisory committee." That ambiguity presumably might apply to the approximately 89 commissions and committees of the Los Angeles County.

* Copy attached

(continued)

I submit that the County Counsel should not issue his words APPROVED AND RELEASED, which certainly might be interpreted as some kind of edict or official proclamation, to a second party's "hypothetical" and then compound the error by using the edict as a potential criminal charge, in the complete absence of factual evidence, (and cite me by name). Such is at best unfair, and perhaps at worst unlawful.

I submit further that another serious "error" occurs in various documents where only part of the "matters of law" are cited, and other significant parts are omitted; e.g., in the last paragraph of the 6/1/84 "hypothetical," the Counsel says, "...Section 1090 prohibits County officers and employees from being 'financially interested' in contracts 'made' by them or by bodies of which they are members." and the apparent omission of the highly significant words of Section 1090 which say, "...financially interested in any contract made by them in their official capacity, or by any body or board of which they are members." (Emphasis added). Thus "official capacity" is a most essential factor of 1090, and it applies through the whole of the "conflict" matters in these issues; without it, the hundreds of members of the County's 89 commissions and committees would be in utter confusion; of course the same applies to Section 87100 wherein the words are changed slightly to, "...use his official position".

.....
* An additional exhibit is attached which is a copy of the L.A. County Ordinance (Nos. 12,351, 12,356 and 81-0019), which defines its "Purpose" and its "Duties."
.....

It is legally important to note that its Purpose is clearly limited to "...provide the Board and the Chief Administrative Officer with information and recommendations relating to productivity and work measurement in the County."

Further, its Duties are limited to the stated scope defined in its "Purpose," with the complementary assignment as state-of-the-art and organization structure.

Further, it requires the CAO to designate a person to attend the Committee's meetings.
.....

Additional information

1. The County Board of Supervisors Executive Office has a Special Service function of Conflict of Interest Records & Information (Area code (2130 974-1748) which since the inception of the Productivity Advisory Committee (PAC) has excluded it and its members as not coming within the requirements of the Political Reform Act. Even though the

* Copy attached

(continued)

members of PAC receive compensation, as shown in the attached Ordinance exhibit, it has been determined periodically that all of its officials or employees do not make or participate in governmental decisions which could cause conflicts of interest. (I double checked this just recently, DRL).

2. Many of the members of PAC are professional consultants or employees of consulting firms who already do, or may in the future, wish to sell to or contract with the County. It is obvious that they would also fall under the same APPROVED AND RELEASED legal opinions cited against Dick R. Lynch in County Counsel's letter to Supervisor Antonovich, as dated 2/12/85 and attached hereto.

Respectfully submitted.


Dick R. Lynch

COPY

JOHN M. LARSON
COUNTY COUNSEL
DONALD K. BYRNE
CHIEF DEPUTY

OFFICE OF THE COUNTY COUNSEL

648 HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012

March 21, 1983 (213) 974-1850

Honorable Michael D. Antonovich
Chairman, Board of Supervisors
869 Hall of Administration
Los Angeles, California

Attention: Joe Fallin, Deputy

Subject: Dick R. Lynch

Dear Supervisor Antonovich:

By memorandum dated February 12, 1983, Mr. Fallin of your staff has requested an opinion on the following question:

QUESTION

Would the listing of Dick R. Lynch or other members of the Productivity Advisory Committee in the County's Capability/Service Index create an unlawful conflict of interest?

Our opinion is as follows:

ANSWER

The individuals in question may lawfully be listed in the Capability/Service Index.

ANALYSIS

Facts.

~~The Capability/Service Index is a list of persons who are to be viewed as potential recipients of contracts to supply various services to the County of Los Angeles.~~

The Productivity Advisory Committee advises the Board of Supervisors on productivity and work management in County government. (Los Angeles County Code Sections 3.51.020 and 3.51.110.) Its duties do not appear to involve advising on County contracts as such.

Mr. Lynch states in his letter of January 20, 1983, however, that he is increasingly consulted by County departments on "problems that have nothing to do with the specific activities and projects of our . . . committee."

Mr. Lynch would also like to serve as a consultant under contract with the County. He states that he has experience and expertise in about one-fourth of the 87 listed specialties for which the County hires consultants.

Application of Legal Principles

Government Code Sections 1090-1097 prohibit County officers and employees from being "financially interested" in contracts "made" by them or by bodies of which they are members, with certain exceptions described in Sections 1091 and 1091.5. In interpreting Section 1090, the courts have construed the word "made" so broadly now that anyone who advises, consults or recommends concerning entering into a contract is deemed, for conflict of interest purposes, to have participated in the "making" of the contract. (Millbrae Assn. for Residential Survival v. City of Millbrae (1968) 262 Cal. App. 2d 222, 237; Schaeffer v. Berinstein (1956) 140 Cal. App. 2d 278, 285.) Thus, Section 1090, as applied by case law, prohibits the County from contracting with Mr. Lynch or any other member of the Productivity Advisory Committee regarding any matter on which the Committee or the individual has advised.

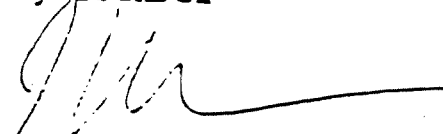
A similar restriction is imposed by Government Code Section 87100, which provides that a County official may not attempt in any way to influence any County decision in which he should reasonably be aware that he has a financial interest.

[REDACTED]

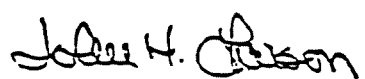
any County department or agency on any contract matter, we have no evidentiary basis for believing that Sections 1090-1097 or Section 87100 of the Government Code preclude Mr. Lynch or any other member of the Productivity Advisory Committee.

Very truly yours,

JOHN H. LARSON
County Counsel

By 
JOE BEN HUDGENS, Principal
Deputy County Counsel

APPROVED AND RELEASED:


JOHN H. LARSON
County Counsel

JBH:vv

93

Dick R. Linch
Linch Consultants
Suite 4
346 No. Kenwood
Glendale, CA 91206
231/241-0061

July 15, 1983

~~Mr. A. J. Sowa~~
~~Director~~

Los Angeles County
Mechanical Department
1100 No. Eastern Ave.
Los Angeles, CA 90063

Subject: ~~Proposal for Consulting Assignment~~
~~in re Vehicle Fleet Maintenance~~

Mr. Sowa:

You now have an opportunity that could lead to saving the County some millions of dollars by immediately starting new practices that can bring those savings this year and during the next two.

The kind of savings I believe can result from the proposed consulting assignment are not those cloud 17, nebulous kind of "savings" that look good on paper, but which do not result in one penny in reducing budgeted funds.

Observe, in the 1983-84 budget, you requested \$15,222,220 for "motor vehicles" and that amount was cut to \$4,175,106. That cut of over 72 percent dramatically proves the Board of Supervisors and the CAO simply is not able to give you money for extensive replacement of the fleet. . . fortunately you may be able to offer an affordable substitute. . . one based on saving rather than spending.

I am placing unusual emphasis on the kind of saving that means not spending because of the dilemma that faces the Board. Because the County cannot raise taxes nor increase its fees for services much more than has already been done, and because even the drastic lobbying pressures that are being exerted in Sacramento are likely to leave us with a multi-million dollar shortfall--we now have a rare paradox where a dollar actually saved is of greater value than a dollar spent.

In view of what may be termed "a whole new ball game," traditional thinking and clinging to all the old practices, policies, and guidelines simply is not good enough to meet the severe demands of today. . . survival requires management to take a new look.

Nowhere is this more apparent, nor more important, than in the field of maintenance, repair, and replacement.

This is a proposal to take a new look, review all the changed factors that apply, and establish new guidelines and policies concerning the County's vast fleet of thousands of vehicles, and most especially increasing the usable life of the patrol vehicles by more thorough mechanical maintenance. . . and with real savings of hard dollars as one of the results.

BACKGROUND

~~I recently read a short report by the City of Fresno which was entitled REBUILDING PATROL CARS DOUBLES THEIR LIFE.~~

After reading that Fresno has been saving about \$5,000 per patrol unit over a 3-year span, and knowing the multi-million dollar costs that your department spends year-after-year on the County's 950 car Sheriff fleet, I have followed up with well over an hour of long-distance telephone conversations with both the Director of General Services and the Garage Superintendent.

By an unexpected stroke of good luck, the Garage Superintendent is Mr. Larry Tunison, who was in L.A. County's Mechanical Department and has intimate knowledge of all our fleet operations. He now has full responsibility for Fresno's patrol fleet maintenance and replacement and is able to make shrewd and expert observations, based on his personal experience in both L.A. County and in Fresno.

I told Mr. Tunison that I had spoken to several of your key management personnel, as well as yourself, and that everyone's first reaction was some form of "what will the Sheriff's people say?"

His reply was that they are now providing a patrol vehicle that is safer and in better mechanical condition than under the old system, and that the anticipated initial resistance and opposition to change has been replaced by general approval. . . to the extent that many patrol car drivers now ask for the rebuilt units, because the new upholstery is more comfortable, and the rebuilt car mechanically sound.

Actually, Fresno is not quite "doubling" the patrol car life, rather they are rebuilding at a little less than 75,000 miles of service, rather than going 90 to 100,000 miles before

buying a new automobile (which is also about what we have been doing). They found, as we all know, that that extra high mileage is far too expensive, due to the accelerated loss of mechanical reliability and efficiency.

It is also important to note that they do not rebuild a vehicle unless it will be restored to its full reliability and serviceability afterward.

Their rebuilding consists of rebuilt long-block (the complete engine and all its supportive equipment, such as alternator, starter, etc.); a new or rebuilt transmission; new drive shaft bearings and universal joints; new axle/wheel bearings; an all new braking system, including drums, wheel cylinders and master cylinder; steering-train, including new or rebuilt power steering unit, and all wear point bearings, balljoints, etc.; and any other part of the power drive-train system that would be improved by rework or replacement.

I find it interesting to note that they are spending about \$300 per car to replace both rear axles. . .because one (out of many dozens) failed and the following metalurgical examination was not conclusive as to whether it was due to fatigue or manufacturing flaw, such as improper draw after heat-treat. They are replacing all axles in the rebuild process as a concession to better public relations or for psychological reasons.

(As a Registered Professional Mechanical Engineer, I would save most of that \$300 expenditure by using magnaflux or some other reliable non-destructive test procedure on all such parts where suspicion exists.)

Then, after chassis inspection and rework if necessary, and wheel alignment, the driver's compartment is reupholstered, the body is ironed-out, repainting is done, new decals and markings are installed--and the patrol car is returned to service to serve its second life.

No vehicle is being rebuilt a second time.

Fresno reports their initial patrol vehicle cost to be over \$8,300 per unit, and their rebuilding costs (carefully managed) have averaged \$3,442 each.

APPLICATION OF MORE INTENSIVE MAINTENANCE TO L.A. COUNTY VEHICLE FLEET

Using round-off figures, L.A. County patrol cars cost about \$8,000 each, with another \$1,000 for labor and materials added for custom modification to our standards, or \$9,000 each.

If we spent over \$1,000 extra, over Fresno's model, or as much as \$4,500 each for rebuilding costs, and if we even came close to doubling the useful miles service life of each vehicle, the potential savings are quite staggering when we consider about 950 patrol vehicles in our fleet.

Also, we may have another three or four thousand automobiles and trucks in the balance of our fleet where similar practices could result in additional savings--perhaps amounting to millions of dollars?

OTHER CONSIDERATIONS FOR INVESTIGATION

~~It is also proposed as part of this consulting assignment~~ to investigate several other factors that bear on making proper evaluations and proposing updated policies and guidelines in re more intensive maintenance service of our vehicle fleet before replacement; such as, general maintenance cost increases for vehicles with over 50,000 service miles; the increased miles-per-gallon by later models with electronic carburation controls (and the expensive service costs in maintaining more sophisticated equipment); consideration of the cash-in value of patrol vehicles (and others) at various ages and with various total mileage accumulations--both with and without rebuilding; the resultant overall cost per mile under various maintenance intensities; etc.

ABSTRACT OF THE PROPOSAL

~~This is a proposal whereby I as a qualified investigator and analyst, and from the objective position of not being an employee of any of the concerned departments or sections thereof, will gather the applicable data and make specific recommendations, both oral and in writing as appropriate, to update policies, practices, and procedures in re the management, maintenance, repair, and replacement of the County's vehicle fleet, with special emphasis on the patrol vehicles assigned for use by the Sheriff Department.~~

The conservative analytical principle will prevail whereby the assumption will be that the present practices are correct, and changes will only be proposed where preponderance of proof indicates, or where tests may be proposed to indicate more conclusive proof.

SPECIFICS OF THE PROPOSAL

A. ~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~

- B. Although I am a California Professional Registered Engineer in the Mechanical Branch (M 10233), I do not anticipate that any work done by me, or decisions made by me, in connection with this assignment will involve the public safety to an extent that would require such registry by law; however, if such need does arise, I do have such authority within my field of expertise, and legal registry.

~~No a practice I have followed during my years of professional consulting work, and in accordance with the highest standards of professional and ethical conduct, I do not require any written contracts with my clients. Rather, I rely on continuing satisfaction with my services as rendered.~~

~~However, if such documentation is required by the County, I have no objection to entering into such contractual relationship. It being agreed by me herein that this project may be terminated unilaterally by the County of Los Angeles at any time, simply by giving me written notice thereof and paying the fees and expenses accumulated prior to said termination.~~

~~To remove any possible concern about possible legal conflict of interest in connection with receiving this assignment, I refer to the opinion of the Los Angeles County Counsel, stated in a document dated March 27, 1983 and addressed to The Honorable Michael D. Antonovich, County Supervisor of the Fifth District.~~

~~This proposal is based on my personal services during an elapsed time schedule of eight weeks, based on approximately one half of my working time; and the fee is quoted as a total of seven thousand six hundred dollars (\$7,600), which includes normal local expenses, but does not include any extraordinary expenses, such as the possible trip for on-site investigation to Fresno; any such additional expenses would require prior authorization by you or your assigned representative and said expenses would be added to the quoted fee. Billing will be every two weeks.~~

- F. If the County should desire to terminate this project, in accordance with "C." above, the following are shown for computing the amount due me at such termination.

24 hours x \$37.50 + \$50.00 = \$ 950.00 per week,
8 weeks = \$7,600. The above \$50 is added for a flat rate to cover estimated local expenses.

- G. Bi-weekly progress reports will be submitted.

CONCLUSION

Although this proposal concerns vehicles that are used by most County Departments, especially the Sheriff's, and because it concerns more intense maintenance (systematic rebuilding rather than "spot" repair), all who are closely involved will be contacted in the course of the assignment; however, the full responsibility and authority for the maintenance of the County's vehicle fleet is that of the Mechanical Department.

I strongly suggest that this investigation to determine if present maintenance and repair policies are to be altered, and if so, new guidelines to be established, should be concluded before any general announcements of the change be made--other than to give copies of this proposal to the CAO, Mr. Hufford, and the Supervisors who are the chairmen for the Mechanical and Sheriff departments, namely, Supervisors Schabarum and Dana.

Of course I am not proposing any form of secret investigation, for it will become widely known as the project progresses, but I feel there will be less resistance to change, should you decide to adopt a rebuilding policy, after all the facts have been gathered and evaluated.

Respectfully submitted,

Dick R. Linch

cc: Honorable Supervisors Antonovich, Dana and Schabarum
Mr. Harry Hufford, CAO -

346 NO. KENWOOD, SUITE 4
GLENDALE, CALIF. 91206
(213) 241-0061

Dick R. Linch

ZRL COPY

STATE OF CALIFORNIA
REGISTERED PROFESSIONAL
ENGINEER NO. M 10233

July 21, 1983

Mr. A.J. Sowa, Director
Los Angeles County
Mechanical Department
1100 No. Eastern Ave.
Los Angeles, CA 90063

Reference: Proposal for Consulting Assignment
in re Vehicle Fleet Maintenance
(~~This is supplemental information~~)

Mr. Sowa:

It has been brought to my attention that I may have failed to express properly exactly what I am asking you to authorize in the above referenced proposal.

You certainly have my sincere apology if I have inadvertently confused the simple consulting assignment I am proposing.

First, please let me explain that I am ~~not finding any fault~~ with the Mechanical Department's past and present vehicle maintenance and repair practices, rather, I just suggest that ~~a cost-effective improvement may be practicable.~~

Second, my proposal is based on the firm fact the City of Fresno's Director of General Services and its Garage Superintendent have given me detailed and specific information that ~~supports Fresno's published contention "REBUILDING PATROL CARS DOUBLES THEIR LIFE"~~

Third, the ~~fact~~ that Fresno's Garage Superintendent, Mr. Larry Tunison, was in the L.A. County's Mechanical Department's top management echelon for many years before going to Fresno, that he is generally familiar with the conditions that prevail here, and that he states his strong recommendation that what has been done in "doubling" their patrol fleet's usable safe-life ~~can definitely be done here~~ ~~with equal success~~ . ~~and for great savings~~

Fourth, it is the intent of my proposal that ~~you have the~~ ~~authority and the responsibility for assistance, repair,~~ ~~and replacement of the County's vehicles,~~ and therefore,

~~you can authorize this study~~ of the subject of "rebuilding" without any announcement to or permission from any other departments. Of course the project is not secret and other departments will undoubtedly become aware through my contacts, which ~~can be done diplomatically~~ --thus reducing the gossip and uninformed speculation that might develop due to lack of the true facts.

Although I will withhold any personal decisions until more factual information has been gathered, I am inclined to believe, from my experience as a mechanical engineer, that a cost-effective rebuilding program, based on reliable guidelines, can result in ~~mechanically safer vehicles in the county's vehicle fleet~~ --especially that of patrol cars.

~~Sixth~~ my suggestion for a maximum of an eight week elapsed time schedule (using about half my working hours) was intended to be a ~~maximum~~ --with it fully stipulated that I would make progress reports and that the assignment could be terminated upon completion--or at any time.

I sincerely hope I have removed any confusion that may have existed in my previous proposal.

I look forward to hearing from you.

Respectfully submitted,

Dick R. Lynch
(Lynch Consultants)

cc: Honorable Supervisors Antonovich, Dana (Chair of the Sheriff Department), Schabarum (Chair of the Mechanical Department) and Mr. Harry Hufford, CAO

Dick R. Lynch

COPY

346 NO. KENWOOD, SUITE 4
GLENDALE, CALIF. 91206
(213) 241-0061

STATE OF CALIFORNIA
REGISTERED PROFESSIONAL
ENGINEER NO. M 10232

July 23, 1983

Mr. A.J. Sowa, Director
Los Angeles County
Mechanical Department
1100 No. Eastern Ave.
Los Angeles, CA 90063

Subject: Second supplement to Proposal for Consulting
Assignment in re Vehicle Rebuilding and
Maintenance

Reference: Proposal of July 15, 1983 and First
Supplement dated July 21, 1983

Mr. Sowa:

You are undoubtedly giving serious consideration to my subject proposal for doubling the safe, useful life of hundreds of the County's vehicle fleet, and therefore I am respectfully submitting this additional information for your consideration.

1. Through a printing error I mistakenly informed you that it was the City of Fresno that had published the report entitled REBUILDING PATROL CARS DOUBLES THEIR LIFE. I have since found it was the County of Fresno.
2. Through Fresno's enthusiastic cooperation, I have far more detailed cost/savings information, which shows a per patrol car net saving of \$5,293. (However, they were able to effect some savings through their regional occupational vocational training programs that may not apply in our case--this is one more area I will look into if you give me this work assignment.)
3. Almost 100 other governmental jurisdictions have contacted Fresno. Some of them are going right ahead installing the whole cost-saving program--some are taking ten or so vehicles and starting a test program--I believe both those actions would be short-sighted in the case of Los Angeles County.

Rather, I have proposed gathering applicable data from the vast accumulation of vehicle histories you have in your files, preparing specific guidelines, and then taking the next step, which quite likely would be a closely observed testing sample. . .a dozen or so cars might be an adequate sample, or

Dick R. Lynch - 7/23/83

page 2

it might even be more practicable to rebuild 100 vehicles in order to supply the Sheriff Department with the extra cars they want for the 1984 Olympiad service.

Perhaps those 100 vehicles could be specially equipped and custom painted after being completely rebuilt (some people refer to it as "re-manufactured"). It would even be possible to add some customizing to serve for the protective transportation of VIPs and special athletes.

4. One other significant saving has been reported by Fresno. They have found their rebuilt vehicles are getting an average of \$0.0063 per mile additional savings in better gas mileage--over an extra life of an additional 75,000 miles per car, that would add another \$472.50 net per car.

Respectfully submitted,

Dick R. Lynch

cc: Honorable Supervisors Antonovich, Dana (Chair of the Sheriff Department), Schabarum (Chair of the Mechanical Department), and Mr. Harry Hufford, CAO



A. J. SOWA
DIRECTOR

COUNTY OF LOS ANGELES
MECHANICAL DEPARTMENT

1100 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063
267-2111



R. L. Morris
Chief Deputy Director

L. B. Hall
Deputy Director

B. E. Palmer
Deputy Director

F. A. Work
Deputy Director

M. A. Rodriguez
Administrative Deputy

March 1, 1984

Dear Potential Contractor:

INVITATION TO SUBMIT A PROPOSAL
FOR CONSULTING SERVICES FOR
REMANUFACTURING AND REBUILDING
COUNTY VEHICLES

We are submitting for your review and response a Statement of Work for consulting services needed by the Los Angeles County Mechanical Department. The objective and Statement of Work is described in the accompanying attachment.

If you interested in performing these services, you must respond in writing to Burt Steinberg of this office by March 15, 1984, by 12:00 noon. Please note, if your response is mailed, your response must be received by this time. Your response should include a price quotation not to exceed fifteen thousand dollars (\$15,000) less any applicable discount, previous relevant experience applicable to evaluating a vehicle fleet, and any other information you feel may be pertinent to our decision. Please supply three (3) copies of your response.

All questions regarding this matter should be directed to Burton Steinberg at (213) 267-2142. The Mechanical Department reserves the right to answer questions at its discretion. Under no circumstances should any contact be made with other County personnel regarding this matter.

The Mechanical Department looks forward to reviewing your response, but is under no obligation to award a contract.

Very truly yours,

A. J. SOWA, Director
Mechanical Department

Robert L. Morris

Robert L. Morris
Chief Deputy Director

AJS:RLM:fm

Attachment

SATURDAY
MAR 3 1984
Rec'd By MAIL

LOS ANGELES COUNTY MECHANICAL DEPARTMENT
VEHICLE REMANUFACTURING AND REBUILDING
REQUEST FOR CONSULTING SERVICES QUOTATION

OBJECTIVE

To obtain a quotation from qualified consultants to provide consulting services for remanufacturing/rebuilding various classifications of County vehicles for greater mechanical efficiency and safer operating condition within practicable lower costs.

STATEMENT OF WORK

1. The Contractor will be required to review the current inventory of those vehicles maintained by the Mechanical Department, by classification and determine the feasibility and probable costs for remanufacturing/rebuilding various vehicles to safe operating condition.
2. The Contractor's proposal shall include, but not be limited to the following vehicle component systems:
 - A. Vehicle substructure and body geometrics.
 - B. Engine, power train and related components, i.e., alternator, radiator, starter, etc.
 - C. Suspension system (front and rear).
 - D. Steering system and components.
 - E. Brake system.
 - F. Tires
 - G. Seats - operator comfort and support (Sheriff's vehicles - replace rear seat with molded fiberglass; heavy cloth in front; reinforce security screen, lights).
 - H. Appearance - interior, exterior.
 - I. Hardware - windows, doors, etc.
3. Contractor is required to present to the County a methodology for including vehicles in the program.
4. Contractor shall prepare an analysis of the potential cost savings, including but not limited to the itemized cost of labor and parts for each class of vehicle.

5. Contractor shall prepare a method for evaluating the results of the program on a quarterly basis.
6. Contractor is required to present verifiable information to the County that shows other companies (municipalities) have had success in a similar program.
7. An analysis of projected vehicle costs after remanufacture/rebuilding shall be prepared.
8. The Contractor shall present to the County an organization chart that illustrates a staffing pattern for vehicle re-manufacturing/rebuilding.
9. The Contractor shall complete the consulting study within thirty (30) working days (six (6) weeks elapsed time) from the date of award of contract for a fee not to exceed fifteen thousand dollars (\$15,000).
10. The Contractor will be required to justify all cost data shown in the consulting study, and the County will supply all its cost and experience historical records as needed.
11. The Contractor will analyze and recommend inspection procedures and policies for determining if, when and how vehicles shall be remanufactured/rebuilt, or scrapped, or replaced.
12. If the vehicle is to be remanufactured/rebuilt, the Contractor will analyze and provide to the County written mechanical engineering standards, specifications, and quality assurance inspection procedures.

METHOD OF SELECTION

This contract for analysis and for establishing specifications, standards, and procedures for remanufacturing/rebuilding of the Mechanical Department's vehicle fleet requires any consultant doing the specified "STATEMENT OF WORK" to be highly skilled and fully experienced in the mechanical engineering field of manufacturing and automotive remanufacturing; which includes the use and application of machining, tools and fixtures, inspection equipment and techniques, quality control, and closely related other mechanical practices; therefore, eighty percent (80%) of the quotation evaluation will be on this basis:

- A. 30% - A valid license (preferably in the State of California) as a Registered Professional Mechanical Engineer;

- B. 20% - Years of experience in the professional practice of the above, or a closely related field applied to remanufacture/rebuilding of vehicles;
- C. 10% - Years of experience in manufacturing methods and time and motion study;
- D. 10% - Senior membership and official activities in technical societies and associations closely related to mechanical engineering and manufacturing or remanufacturing of vehicles;
- E. 10% - Years of experience as a professional consultant, or other pertinent experience.

The other twenty percent (20%) of the quotation evaluation will be on the basis of cost.

346 No. KENWOOD, SUITE 4
GLENDALE, CALIF. 91206
(213) 241-0061

Dick R. Lynch

COPY

STATE OF CALIFORNIA
REGISTERED PROFESSIONAL
ENGINEER NO. M 10233

March 12, 1984

(Opening date = noon, 3/15/84)

Mr. Burt Steinberg
Head, Contract Division

County of Los Angeles
Mechanical Department
1100 North Eastern Ave.
Los Angeles, CA 90063

Subject: PROPOPOSAL FOR CONSULTING SERVICES
FOR REMANUFACTURING/REBUILDING
COUNTY VEHICLES

Reference: INVITATION TO SUBMIT A PROPOSAL, (RFP),
dated March 1, 1984, from
A.J. Sowa, Director

Mr. Steinberg:

The subject proposal, as set forth in the referenced invitation, consists of the following stipulations and conditions:

- I. The consulting study shall be completed within the stipulated six week period; Per "9." of the RFP.
- II. The price quotation of this proposal is eleven thousand seven hundred dollars (\$11,700), less a five percent (5%) bi-weekly progressive cash discount of five hundred eighty-five dollars (\$585), which equals a net price of eleven thousand one hundred fifteen dollars (\$11,115), if three equal progressive payments of three thousand seven hundred five dollars (\$3,705) each are made by the end of the second, fourth, and sixth weeks.
- III. The referenced "OBJECTIVE" is accepted unconditionally.
- IV. The referenced "STATEMENT OF WORK" is accepted subject to the following:

Compliance within the time limits and accuracy required, it is dependent on the Mechanical Department to cooperate and provide for both present and historical information, data, and records.

(continued)

- V. The referenced "METHOD OF SELECTION" specifies that 80% of the quotation evaluation will apply as follows, ". . .any consultant doing the specified "STATEMENT OF WORK" . . ." etc.

To meet this requirement, I will personally do said work, and any other person or service which I require for the accomplishment of this proposed assignment and contract will serve in a clerical function only.

- A. 30% - I am a California Professional Engineer in the Mechanical Branch, No. M 010233. I have been so registered since July 8, 1949 and I am paid up until September 30, 1987, (renewal date).
- B. 20% - In addition to the over 33 years since I was first registered in the above Mechanical Engineering Branch of Professional Engineering, that discipline has always included "tool engineering" and "manufacturing engineering," and in those professions, and prior to 1949, I was employed for an additional 4 years by Outdoor Equipment, Incorporated as Chief Engineer in the design and manufacture of over 3,000 small boats and 1,575 traveling house trailers and mobile homes; also, prior to 1949, I was employed as Department Manager for Lockheed Aircraft Corporation in charge of the Manufacturing Standards Department, and so I added another 5 years between 11/'40 and 9/'45; there are more qualified years of experience, but I suggest that some 43 years, from 1940 to the present is not too far from accurate.
- C. 10% - My years of experience in manufacturing methods and time and motion study probably start about 1935 and have been an active part of my professional life ever since. More specifically, I was a senior consultant for Methods Engineering Council of Pittsburgh and was trained in Methods-Time Measurement (MTM) in 1951. I received the Certificate of Recognition in MTM at that time and have used the technique continually for the past 32 years; which probably totals some 48 years.
- D. 10% - My senior membership and official activities in technical societies and associations closely related to mechanical engineering and manufacturing start in approximately 1940.

American Society of Tool Engineers (Later renamed American Society of Manufacturing Engineers); I was elected and served as Chairman of the Los Angeles Chapter (with about 650 members) and then was appointed as a National Officer for four years; I attended Boards of Director's meetings every six months, which was usually in Detroit where I worked with and

consulted with executives in all the nearby automobile manufacturing plants. In this capacity, I was also active in the machine tool manufacturing industry in both the United States and in Canada. The A.S.T.E. was the largest technical society in the world.

I was a Senior Member and National Treasurer of the Society of Applied Industrial Engineers after about 1942.

I held Senior Membership in the American Materials Handling Society--my work was related to manufacturing cranes and monorails engineering and installation at the time--about 1952.

Other technical societies in which I was a senior or associate member were, The Colorado Mining Society; The American Rocket Society; Chairman of the Aircraft Standards Committee; etc.

- E. 10% - I have been a professional consultant since I was first employed by Methods Engineering Council, of Pittsburgh, I worked on western assignments. After that I was Director in Charge of the Consulting Division of Amercon Corporation in which we also designed and built industrial plants and installations for such clients as U.S. Electrical Motors, Kaiser Steel of Pomona, Johns-Manville, Hyperion Sewage Project, Lincoln-Mercury Division of Ford Motor Co., and other automobile manufacturers and aircraft manufacturing plants, many others; (\pm 32 years).

The other 20% for the quotation evaluation on the basis of cost is shown near the beginning of this proposal as "I."

- VI. Your referenced RFP also ask for the following.
". . .previous relevant experience applicable to evaluating a vehicle fleet, or any other information you feel may be pertinent to our decision." The following is my response:

First, my initial proposal to the Mechanical Department regarding vehicle fleet rebuilding was dated July 15, 1983, with copies to supervisors Antonovich, Dana and Schabarum, and to Mr. Harry Hufford, CAO.

Second, I enclose a paper on feasibility analysis in re REBUILDING GOVERNMENT VEHICLE FLEETS which has become rather widely distributed within L.A. County Departments and other outside jurisdictions.

Respectfully submitted,

